

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2008-022952 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$513,392.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on **09/01/2007** and ends on **08/31/2008**. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

- a. Core Contract (this document)
- b. Program Attachments:

**2008-022952-001 CPS-BIOTERRORISM PREPAREDNESS**

- c. General Provisions (Sub-recipient)
- d. Solicitation Document(s), and
- e. Contractor's response(s) to the Solicitation Document(s).
- f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY

Address: 100 N CLOSNER BLVD HIDALGO COUNTY COURTHOUSE  
EDINBURG, TX 78539-3563

Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY HEALTH DEPARTMENT

By: \_\_\_\_\_  
Signature of Authorized Official

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Bob Burnette, C.P.M., CTPM

\_\_\_\_\_  
Printed Name and Title

Director, Client Services Contracting Unit

\_\_\_\_\_  
Address

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

\_\_\_\_\_  
City, State, Zip

(512) 458-7470

\_\_\_\_\_  
Telephone Number

Bob.Burnette@dshs.state.tx.us

\_\_\_\_\_  
E-mail Address for Official Correspondence

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS: PROGRAM: CPS-BIOTERRORISM PREPAREDNESS

TERM: 09/01/2007 THRU: 08/31/2008

## SECTION I. SCOPE OF WORK:

Contractor shall administer programs and perform activities in support of DSHS's FY2006 Centers for Disease Control and Prevention (CDC) Cooperative Agreement Work Plan for Public Health Preparedness and Emergency Response for Bioterrorism (Program Announcement 99051). This program is designed to upgrade and integrate state and local public health jurisdictions' preparedness for and response to terrorism and other public health threats and emergencies.

Contractor shall enhance its bioterrorism preparedness plans by conducting activities at the local level relating to the following goal areas, as designated by CDC:

- **Goal 1 – Prevent:** Increase the use and development of interventions known to prevent human illness from chemical, biological, radiological agents, and naturally occurring health threats.
- **Goal 2 – Prevent:** Decrease the time needed to classify health events as terrorism or naturally occurring in partnership with other agencies.
- **Goal 3 – Detect/Report:** Decrease the time needed to detect and report chemical, biological, radiological agents in tissue, food, or environmental samples that cause threats to the public's health.
- **Goal 4 – Detect/Report:** Improve the timeliness and accuracy of information regarding threats to the public's health as reported by clinicians and through electronic early event detection in real time to those who need to know.
- **Goal 5 – Investigate:** Decrease the time to identify causes, risk factors, and appropriate interventions for those affected by threats to the public's health.
- **Goal 6 - Control:** Decrease the time needed to provide countermeasures and health guidance to those affected by threats to the public's health.

- **Goal 7 - Recover:** Decrease the time needed to restore health services and environmental safety to pre-event levels.
- **Goal 8 – Recover:** Increase the long-term follow-up provided to those affected by threats to the public’s health.
- **Goal 9 – Improve:** Decrease the time needed to implement recommendations from after-action reports following threats to the public’s health.

DSHS encourages partnership and cooperation within and between jurisdictions in the State of Texas related to activities included in the contract workplan, attached as Exhibits A and B to this Program Attachment. Partnership opportunities may include, but are not limited to, planning activities, exercises, training and response to events or emergencies. Contractor may incur and request reimbursement for allowable costs related to partnership opportunities in accordance with applicable DSHS and Contractor laws, rules, policies and procedures.

Contractor shall assist DSHS in the implementation of DSHS’ Centers for Disease Control and Prevention (CDC) Pandemic Influenza Guidance Supplement to the 2006 Public Health Emergency Preparedness Cooperative Agreement Phase II (dated July 10, 2006).

Contractor shall participate in pandemic influenza activities to include completing assessments; participating in regional and statewide summits and meetings; completing plans, exercises and after-action reports; and participating in other activities related to pandemic influenza as requested by the DSHS. Contractor shall report on pandemic influenza activities in a format prescribed by DSHS.

Contractor shall participate in National Preparedness Programs initiated by CDC, including but not limited to: HRSA/CDC crosscutting activities; ChemPak; pandemic influenza planning; performance evaluation; Smallpox Preparedness Program; and Strategic National Stockpile Program activities.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 107-117, Department of Defense and Emergency Supplemental Appropriations for Recovery from and Response to Terrorist Attacks on the United States, Act. 2002.
- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All-Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment.

This is an interlocal agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents are incorporated by reference and made a part of this Program Attachment:

- Centers for Disease Control and Prevention (CDC) Guidance for Public Health Emergency Preparedness (Funding Opportunity Number AA154; Announcement Number 99051);
- FY 2008 Public Health Emergency Preparedness Workplan for Local Health Departments and any written revisions;
- CDCs Local Emergency Preparedness and Response Inventory;
- Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments (FY2007-FY2010), attached as Exhibit A;
- Project Period Pandemic Influenza Work Plan for Local Health Departments (FY2007-FY2009) and attached as Exhibit B;
- Contractor's action plan to assist in the accurate and timely completion of all objectives;
- Contractor's FY08 Applicant Information and Budget Detail for FY08 base cooperative agreement and FY08 pandemic influenza;
- Public Health Preparedness Unit program guidance(s) as provided by DSHS Program.

Contractor shall coordinate activities and response plans within the jurisdiction, with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

If Contractor agrees to perform public health preparedness services for another county in exchange for all or a portion of the other county's funding allocation, Contractor shall submit to DSHS a signed Memorandum of Agreement (MOA) between Contractor and the other county with the first (1st) Quarterly report. The MOA shall outline services, timelines, deliverables and the amount of funds agreed upon by both parties.

Contractor shall notify DSHS in advance of Contractor's plans to participate in or conduct local exercises, in a format specified by DSHS. Contractor shall participate in statewide exercises planned by DSHS as needed to assess the capacity of Contractor to respond to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies. Contractor shall prepare after-action reports, documenting and correcting any identified gaps or weaknesses in preparedness plans identified during exercises, in a format specified by DSHS.

Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under this contract with the State of Texas, Governor's Division of Emergency Management of the State of Texas, or other points of contact at the discretion of the division, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

Contractor shall participate in the Texas Disease Reporting Program described in Chapter 81, Texas Health and Safety Code by:

- Educating, training and providing technical assistance to local providers and hospitals on Texas reportable disease requirements;
- Monitoring participation by local providers and hospitals in appropriately reporting notifiable conditions;
- Conducting disease surveillance and reporting notifiable conditions to the appropriate DSHS regional office;
- Coordinating with DSHS regional Epidemiology Response Team members to build an effective statewide system for rapid detection of unusual outbreaks of illness through notifiable disease and syndromic or other enhanced surveillance; and
- Reporting immediately all illness resulting from bioterrorism, and chemical and radiological emergencies or other unusual events and data aberrations as compared to background surveillance data to DSHS regional office or to DSHS by calling 512-458-7219, 512-458-7228, 512-789-9033, or 512-826-7638.

Contractor shall coordinate all risk communication activities with DSHS Communications Unit by using DSHS's core messages posted on DSHS's website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

In the event of a public health emergency involving a portion of the state, Contractor shall mobilize and dispatch staff or equipment that were purchased with funds from this Program Attachment and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

If Contractor provides smallpox vaccinations in conjunction with activities authorized under this Program Attachment, Contractor shall enter the vaccination information in the Pre-event Vaccination System (PVS) database.

Contractor shall inform DSHS in writing if it shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

## **SECTION II. PERFORMANCE MEASURES:**

DSHS encourages partnership and cooperation within and between jurisdictions in the State of Texas related to activities included in the contract workplan, attached as Exhibits A and B to this Program Attachment. Partnership opportunities may include, but are not limited to, planning activities, exercises, training and response to events or emergencies. Contractor may incur and request reimbursement for allowable costs related to partnership opportunities in accordance with applicable DSHS and Contractor laws, rules, policies and procedures.

Contractor shall complete activities and performance measures as outlined in the attached Exhibit A, revised, Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments (FY2007 – FY2010) and Exhibit B, Project Period Pandemic Influenza Work Plan for Local Health Departments (FY2007 – FY2009).

Contractor shall provide reports as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

Contractor shall provide services in the following county(ies)/area: Hidalgo

## **SECTION III. SOLICITATION DOCUMENT:**

N/A

## **SECTION IV. RENEWALS:**

Renewals are permitted on a one-year basis, at DSHS's discretion, and upon funding availability.

## **SECTION V. PAYMENT METHOD:**

Cost Reimbursement

## **SECTION VI. BILLING INSTRUCTIONS:**

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services  
Claims Processing Unit, MC1940  
1100 West 49<sup>th</sup> Street  
PO Box 149347

Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us).

## **SECTION VII. BUDGET**

SOURCE OF FUNDS: *CFDA* # 93.283

DSHS will reimburse Contractor in accordance with the reimbursement schedules outlined in Exhibit A and Exhibit B.

## **SECTION VIII. SPECIAL PROVISIONS:**

General Provisions, **Compliance and Reporting** Article, is revised to include:

Contractor shall submit quarterly progress reports to DSHS no later than thirty (30) days after the end of each quarter in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, it shall immediately notify DSHS.

General Provisions, **Payment Methods and Restrictions** Article, is revised to add the following:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation of the required deliverables as indicated in the attached Exhibit A and Exhibit B.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Terms and Conditions of Payment** Article, Paragraph 3, is revised to include:

Contractor shall separately identify pandemic influenza expenditures on the monthly reimbursement request, State of Texas Purchase Voucher. Pandemic influenza expenditures shall be supported by documentation that details these expenditures in a format specified by DSHS.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

For the purposes of this Program Attachment, vehicles are not an allowable cost.

General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation Section**, is not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article, **Equipment and Controlled Assets Purchases** Section, is amended to allow the purchase of equipment at any time during the entire term of this Program Attachment.

2008-022952-001

Categorical Budget:

PERSONNEL ✓	\$344,273.00
FRINGE BENEFITS ✓	\$109,197.00
TRAVEL	\$7,481.00
EQUIPMENT	\$0.00
SUPPLIES	\$2,506.00
CONTRACTUAL	\$1,000.00
OTHER ✓	\$48,935.00
TOTAL DIRECT CHARGES	\$513,392.00
INDIRECT CHARGES	\$0.00
TOTAL	\$513,392.00
DSHS SHARE	\$513,392.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$513,392.00

Financial status reports are due: 12/31/2007, 03/31/2008, 06/30/2008, 10/31/2008



# TEXAS DEPARTMENT OF STATE HEALTH SERVICES

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

#### AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Individual

2008-022952

\_\_\_\_\_  
Application or Contract Number

HIDALGO COUNTY HEALTH  
DEPARTMENT

\_\_\_\_\_  
Organization Name